

STATE OF LOUISIANA
PARISH OF LAFAYETTE

FILE NO.

00-045203

CLERK OF COURT
LAFAYETTE, LA.
FILED AND RECORDED

2000 DEC -5 AM 9:34

LOUIS J. PERRET
AFFIDAVIT OF ATTORNEY'S LIEN
COURT RECORDER

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Lafayette, State of Louisiana, personally came and appeared ANDRE' F. TOCE, a person of the full age of majority, who after being duly sworn, did depose and state from personal knowledge, the following:

1.

Affiant was hired by KAREN CRIST to pursue personal injury and damage claims against Grand Casino Tunica, its insurer and all parties whomsoever, arising out of a slip and fall accident that occurred on February 26, 1997, in Mississippi.

2.

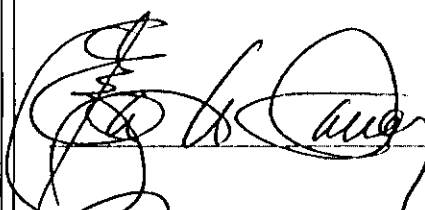

A copy of the Contingency Fee Contract regarding the above-described representation is incorporated herewith and attached hereto.

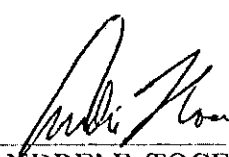
3.

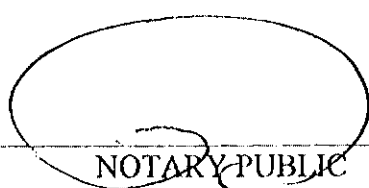
Affiant has a lien and privilege against all property recovered on the claim pursuant to La. R.S. 9:5001 for the payment of his professional fees and expenses incurred in connection with the prosecution of the claim.

SWORN TO AND SUBSCRIBED before me, notary, and the two undersigned competent witnesses, after due reading of the whole, at Lafayette, Louisiana, on this 4th day of December, 2000.

WITNESSES:


ANDRE' F. TOCE, Affiant


NOTARY PUBLIC

STAT. US. DE SOTO CO.

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CONTINGENT FEE CONTRACT

THIS AGREEMENT is made this 19th day of March, 1997, by and between KAREN CRIST whose address and telephone number is _____

hereinafter designated as the CLIENT; and ANDRE' F. TOCE & ASSOCIATES, whose address is P.O. Box 2716, Lafayette, LA 70502-2716, hereinafter designated as the ATTORNEY, as follows:

1. CLIENT has retained and hereby does retain and employ ATTORNEY to act for and on behalf of CLIENT in recovering from an event which occurred on or about FEBRUARY 26, 1997

2. In consideration of the services rendered and to be rendered by ATTORNEY, CLIENT agrees to pay ATTORNEY forty percent (40%) of whatever sums may be recovered on each claim made, whether the recovery is a result of settlement, negotiation, trial, appeal, or a combination of the foregoing or other efforts of ATTORNEY. Should an appeal of any judgment or ruling be filed by any party to litigation commenced in connection with CLIENT'S claim, the contingent fee percentage shall be increased by seven percent (7%). Any awards or recovery for attorney's fees will be solely for ATTORNEY. As security for said ATTORNEY'S compensation, CLIENT does hereby irrevocably grant, sell, assign and convey to said ATTORNEY as his compensation herein an undivided vested interest of CLIENT'S claim or demand so as to equal the above-specified fees. The fee for any claim payable under the Louisiana Workers' Compensation Act or the Longshoremen's and Harbor Workers' Compensation Act shall be in accordance with law.

3. It is agreed that if nothing is recovered after finally prosecuting any lawsuits filed on said claim, ATTORNEY shall receive no compensation for prosecuting same.

4. ATTORNEY accepts said retainer and agrees to negotiate for settlement of said claim or demand; to institute legal proceedings thereon, if necessary, and prosecute the same to final determination; and to do so and perform all other acts which in the judgment of ATTORNEY, are necessary and proper to enforce and protect the rights of CLIENT. However, if CLIENT is uncooperative, or if ATTORNEY considers that the claim is uncollectible, or that the case will not be won, he may withdraw from the case after giving reasonable notice to CLIENT.

5. CLIENT hereby authorizes ATTORNEY to associate such other attorneys as ATTORNEY deems necessary.

6. ATTORNEY shall not be liable for costs or expenses of any kind; and the above contingent percentages are fixed on the gross amount recovered or collected, before deductions for expenses, expert fees and/or other costs which may be incurred in the preparation and/or trial of the case, or in the prosecution of the claim.

7. It is agreed that neither the ATTORNEY nor the CLIENT may, without the written consent of the other, settle, compromise, release, discontinue or otherwise dispose of the suit or claim forming the basis of this contract.

8. ATTORNEY is hereby granted the special power of ATTORNEY to endorse in CLIENT'S name any settlement drafts or checks issued in connection with this matter and to deposit

ANDRE' F. TOCE
& ASSOCIATES
TRIAL LAWYERS

556 JEFFERSON STREET
SUITE 601
LAFAYETTE, LA 70501

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payments of judgments, settlements or other agreements regarding the claim in a trust account for ATTORNEY and CLIENT.

9. ATTORNEY is hereby granted the power to demand payment, receive and receipt for payment and to disburse the proceeds of any such payment, retaining his fees and all funds advanced or guaranteed. ATTORNEY is also hereby authorized to make direct disbursement of the costs or expenses from any such payment, settlement or recovery.

10. Defenses of counterclaims, reconventional demands, domestic matters, bankruptcy proceedings and the rendering of any other legal services not directly related to the event described in paragraph 1. will be rendered at additional hourly fees of \$150.00 an hour.

11. This contract represents the entire agreement between the parties and there are no other agreements, oral or otherwise.

WITNESSES:

Waccarella
Marine Waccarella

Karen M. Crist
CLIENT
Gregory M. Marant
ATTORNEY

STATE OF LOUISIANA }
PARISH OF LAFAYETTE }

I hereby certify this to be a full and true copy of an original instrument filed in my office on the 8th day of April and under the Registry Number stamped upon to be

recorded in the { Conveyance }
Mortgage } Records
Chattel mortgage }

Given under my hand and seal of office on this 8th day of April 1997
Barbara J. Wooten
DEPUTY CLERK OF EX-OFFICIO RECORDER

ANDRE F. TOCE
ASSOCIATES
TRIAL LAWYERS

16 JEFFERSON STREET
SUITE 601
LAFAYETTE, LA 70501

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